

ECS File: JPA 93-79
Project: Use of "Modified for
Drivers with Disabilities" Van

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF ADMINISTRATION

THIS AGREEMENT is entered into 12-16/93, 1993,
between agencies of the State of Arizona, to wit; the
DEPARTMENT OF TRANSPORTATION, acting by and through its
HIGHWAYS DIVISION DIRECTOR (the "DOT") and the ARIZONA
DEPARTMENT OF ADMINISTRATION, acting by and through its GENERAL
SERVICES DIVISION DIRECTOR (the "DOA").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the DOT.

2. The DOA is empowered by Arizona Revised Statutes
Section 41-803 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the DOA.

3. The DOT has modified and equipped a one ton van motor
vehicle (the "van") suitable for operation by state employees
who are disabled. Other state agencies have indicated a
requirement for a similarly equipped vehicle. The DOT has
agreed to make the van available for use by disabled drivers of
other state agencies, and the DOA has agreed to administer that
use.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

a. On an as available basis, provide the van to disabled employees of other state agencies. Such use shall be for official state business only, and governed generally in accordance with Exhibit A, which is attached hereto and made a part hereof, which may be updated or amended from time to time as appropriate.

b. Account for and invoice the DOA monthly for the use of the van by other state agency employees. Such use will be charged at the daily rate, plus the prevailing DOT Equipment Services Section mileage rate.

2. The DOA will:

a. Coordinate with other state agencies and administer the financial aspects and use of the van by those agencies' employees.

b. Cooperate with DOT in the promulgation and enforcement of the requirements and conditions of Exhibit A.

c. Reimburse the DOT for the monthly charges of the other state agencies use of the van.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Services Administration
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997


Arizona Department of Administration
General Services Division - Fleet Management Office
1805 West Madison Street
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF TRANSPORTATION

By 
SAM APOSTLE
Assistant Director
General Services

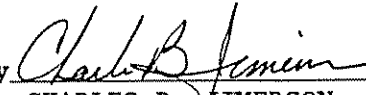
By 
CHARLES B. JIMERSON
Administrator
Equipment Services

Exhibit A

1. All scheduling of the van by non-ADOT State employees is to be requested through the ADOT Motor Pool Manager or designee for approval. The van may only be driven by State employees and used only for official State business.
2. The vehicle must be picked up at and returned to the ADOT Motor Pool by the designated date and/or time as established at the time of request approval by the ADOT Motor Pool Manager or designee.
3. ADOT will retain priority in scheduling use of the vehicle for disabled ADOT employees. Use by other State agencies will be on an as available basis.
4. The vehicle will be operated by drivers from other State agencies in accordance with ADOT Administrative Procedures ADOTM-1 VOL. II, Chapter 6.03 under "Guidelines for Use of State Vehicles" and with established DOA policies. Any repairs from damages due to driver abuse or neglect will be charged to the responsible agency.
5. ADOT is not responsible for liability due to accidents when the driver of the vehicle is from another State agency.
6. ADOT will charge a \$20.00 daily rental rate in addition to the prevailing Equipment Services' mileage rate for use of this vehicle. All charges incurred by State agencies will be combined on a monthly invoice to be forwarded to DOA Fleet Management for payment. ADOT will provide a listing of utilization data for reconciliation purposes. Payment will be due 30 days from the invoice date.
7. All drivers shall complete an ADOT "Motor Pool Record" (Form No. 23-9317) documenting utilization each time the vehicle is rented and shall submit the customer copy of the "Motor Pool Record" to the ADOT Motor Pool Manager or designee for use in reconciling the monthly invoices forwarded by ADOT for payment.
8. ADOT will maintain a listing of ADOT fuel locations in the vehicle for refueling purposes. However, ADOT does not provide fuel island service and fuel service is entirely on a self-serve basis.
9. All drivers shall complete an ADOT "Fuel Withdrawal Card" (Form No. 23-9315) each time fuel is withdrawn from an ADOT facility. The ADOT equipment number must be entered and all fields completed. ADOT will provide a sample form and written instructions, which will be part of the ADOT fuel locations packet maintained in the vehicle. This packet is not to be removed from the vehicle.
10. Should ADOT fuel facilities be closed or otherwise unavailable and fuel is required, a DOA or other State agency gasoline credit card may be used to purchase fuel from a commercial vendor. ADOT will not pay for fuel purchased by credit card. The driver must notify Motor Pool personnel when the vehicle is returned and provide a photocopy of the charge receipt and the van odometer reading at the time of purchase.